

Document No. 390
Adopted at Meeting of 12/ 17/ 64
(Deed to City of Boston of Parcel J-7, Wash. Park)
FORM OF DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts in consideration of One Dollar (\$1.00) paid, and in consideration of covenants herein contained GRANTS unto City of Boston

Suffolk County, Commonwealth of Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land located in said City of Boston, bounded and described as follows:

Beginning at a point on the north side line of Walnut Park, said point being N $49^{\circ}49'53''$ W seventeen and seventy-five hundredths (17.75) feet from the intersection of the north side line of Walnut Park and the west side line of Walnut Avenue;

Thence running N $49^{\circ}49'53''$ W by said north side line of Walnut Park one hundred two and twenty-five hundredths (102.25) feet to a point;

Thence turning and running N $40^{\circ}08'59''$ E by land now or formerly of William and Antonio Moore one hundred twenty-three and thirty-four hundredths (123.34) feet to a point;

Thence turning and running S $66^{\circ}17'42''$ E by land now or formerly of the Boston Redevelopment Authority seventy-four and thirty-two hundredths (74.32) feet to a point;

Thence turning and running S $11^{\circ}18'20''$ W by the west side line of Walnut Avenue seven and twenty-seven hundredths (7.27) feet to a point of curvature;

Thence running southerly by the west side line of Walnut Avenue on a line curving to the right with a radius of four hundred thirty and no hundredths (430.00) feet a distance of one hundred twenty-seven and eighty nine hundredths (127.89) feet to a point of curvature;

Thence running southwesterly (junction of the west side line of Walnut Avenue and the north side line of Walnut Park) by land now or formerly of the Boston Redevelopment Authority on a line curving to the right with a radius of fifteen and no hundredths (15.00) feet a distance of twenty-six and forty hundredths (26.40) feet to the point of beginning containing a total of thirteen thousand six hundred seventy-three (13,673) square feet, more or less.

All being shown on a plan of land entitled "Plan of Land in Boston, Delivery Parcel J-7 of Washington Park Urban Renewal Area," by Fay, Spofford & Thorndike, Inc., Engineers dated July 23, 1964.

Meaning and intending to convey and hereby conveying all that land shown on said plan of land by Fay, Spofford & Thorndike, Inc., together with so much of the fee in Walnut Avenue and Walnut Park as shall run with said Farcel J-7.

The grantee covenants for itself and its successors and assigns as follows:

A. Until February 18, 2003, to devote the granted premises to, and only to, the permitted uses specified in Chapter VI of the Urban Renewal Plan for the Washington Park Urban Renewal Area adopted by the grantor on January 16, 1963, and approved by the Boston City Council on February 18, 1963, which plan is recorded in the Registry of Deeds for Suffolk County, Book 7806, Page 565, as the same may be from time to time hereinafter modified pursuant to Section 1201 thereof (hereinafter referred to with such modifications as the "Urban Renewal Plan") and to comply with the Building Requirements therein specified.

B. Until February 18, 2003, not to use or devote the granted premises or any part thereof for any use other than said permitted uses or contrary to any of said building requirements.

The covenants set forth above shall run with the land hereby conveyed and in favor of the grantor and any successor public agency designated by or pursuant to law.

The grantee, its successors and assigns shall from time to time until expiration of the term of the Urban Renewal Plan, at all reasonable hours, give to the duly authorized representatives of the grantor free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and to all open areas surrounding the same.

The grantee, its successors and assigns shall, at all times until the expiration of the term of the Urban Renewal Plan, keep the improvements constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto.

The grantee shall not, until the expiration of the term of the Urban Renewal Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the Authority, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, on the _____ day of _____
at Boston, Massachusetts, the parties hereto have caused this
Instrument in five counterparts to be signed, sealed and delivered by
their duly authorized officer or agent respectively.

BOSTON REDEVELOPMENT AUTHORITY

BY _____

Development Administrator

Signed, sealed and
delivered in the
presence of:

CITY OF BOSTON

BY _____

Title _____

Approved as to form:

General Counsel

Boston Redevelopment Authority

Corporation Counsel
City of Boston

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Boston Redevelopment Authority and acknowledge the same to be the free act and deed of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of The City of Boston and acknowledge the same to be the free act and deed of said Corporation.

Notary Public
My commission expires